

Sunnyside Gold Corporation

5075 S. Syracuse Street, Suite 800

Denver, Colorado 80237

303-718-4508

May 15, 2015

Via Email

Richard Sisk

US EPA - Region 8

ENF-L

1595 Wynkoop

Denver, CO 80202-1129

sisk.richard@epa.gov

Re: Consent for Access to Property in San Juan County, Colorado

Dear Mr. Sisk,

Enclosed please find an executed copy of Sunnyside Gold Corporation's ("Sunnyside") Consent for Access to Property for specified property in the Upper Animas Basin in San Juan County, Colorado (the "Consent"). Sunnyside has agreed to provide the United States Environmental Protection Agency ("EPA") access to the property, as defined in the Consent, solely to allow EPA to perform the sampling activities specified in the Consent (defined in the Consent as the "Work").

The property is rural, unimproved and, in some cases, has been subject to historic mining activities. Consequently, existing property conditions may present hazards for individuals accessing the property to conduct the Work, and appropriate precautions should be taken by EPA and others accessing the property under the Consent. Sunnyside makes no representations or warranties that conditions at the property are safe or suitable for access or for conducting the Work, nor any other warranties or representations regarding the property. Further, EPA's access to the property is granted on an "AS IS" and "WITH ALL FAULTS" basis.

Sincerely,



Nathan Longenecker
VP and General Counsel



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8**

1595 Wynkoop Street
Denver, CO 80202-1129
Phone 800-227-8917
www.epa.gov/region8

CONSENT FOR ACCESS TO PROPERTY

RIGHT OF ENTRY TO PREMISES:

The Property Owner (the Grantor) consents to and authorizes the United States Environmental Protection Agency (EPA) and its authorized representatives and their contractors (collectively the Grantee), to enter and perform certain environmental sampling activities upon the following premises:

Owner's Name: Sunnyside Gold Corporation

Property Covered By this Consent (Property): (property description, parcel ID or mine claim)

** See attached list

PURPOSE OF RESPONSE ACTIVITIES:

The EPA is requesting access to collect water quality, sediment, and aquatic insect samples and flow measurements from the Animas River and tributaries at your property, hereinafter generally referred to as "the Work". The Work may include any of the following:

- Access the sample locations by foot to collect water samples, sediment samples and flow measurements.
- Conduct sampling events during the high flow period (spring runoff) and in the low flow period (fall/winter) to collect samples and flow measurements.
- Placement of an automated sampling device called a "mini-sipper", at a select few locations, to collect continuous water samples and store them in the device for a period of weeks or months. Retrieval of the "mini-sipper" device and collected samples once the sampling period is completed.
- Collect aquatic insects by placing a net in the river to capture insects floating downstream.
- Portions of the main stem of the Animas River may have fish collection events in cooperation with Colorado Parks & Wildlife (CWP).

ENVIRONMENTAL RESPONSE ACTIVITIES:

By signing this Consent for Access, the Property Owner is granting EPA, its employees, its representatives including the United States Geological Survey (USGS), United States Fish & Wildlife Service (USFWS), Bureau of Land Management (BLM), the Colorado Department of Public Health and Environment (CDHPE) and the Colorado Division of Reclamation, Mining & Safety (CDRMS), and their contractors the non-exclusive right to enter the Property, at all reasonable times and with prior notice, for the sole purpose of conducting the Work described above. This consent for access (Consent) shall remain in effect for a period of one (1) year from the date of signature of this Consent.

AGREEMENT NOT TO INTERFERE

The Property Owner agrees to not interfere or tamper with any of the water quality and sediment sampling activities, or the equipment used to perform the sampling activities.

This written permission is given voluntarily with knowledge of the right to refuse and without compulsion or promises of any kind. The Property Owner understands that if there is any damage by the Work conducted by EPA or their authorized representatives, contractors, or sub-contractors then EPA or authorized representatives, contractors or sub-contractors shall promptly repair such damage to the extent practicable.

LIABILITY

By granting this access to and use of the Property for the Work, the Property Owner assumes no responsibility or liability for any claims, losses, damages, costs, expenses or lawsuits which may be asserted or brought against or incurred by the Property Owner from or by third parties with respect to any acts or omissions in or related to the Work or any other activity on or about the Property as authorized under this Consent for Access.

INSURANCE

EPA shall require its general contractor and subcontractors to secure, pay for and maintain during the term of this Consent the following insurance in the following minimum amounts, with respect to claims and liabilities arising from any activities on the Property by such general contractor, subcontractors or anyone directly or indirectly employed by them exercising the access rights granted by this Consent:

Commercial general liability insurance (including coverage against bodily injury or death, property damage and contractual liability) in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.

All of the policies for the foregoing insurance shall be with companies licensed in the State of Colorado and reasonably acceptable to the Property Owner, shall name the Property Owner as an additional insured and shall provide that the Property Owner shall be given ten (10) days' prior written notice of any alteration or termination of coverage. EPA shall promptly furnish the Property Owner with evidence of any of the foregoing insurance policies upon the Property Owner's request.



Nathan Longenecker
VP and General Counsel
Sunnyside Gold Corporation

Date: May 15, 2015

Mailing Address: 5075 South Syracuse Street, 8th Floor, Denver, CO 80237

Email Address: Nathan.Longenecker@Kinross.com_

Phone Number: 303-718-4508

Accepted by:

U.S. Environmental Protection Agency:

By: _____

Name: _____

Title: _____

After signing, please return to:

Paula Schmittiel, Remedial Project Manager
U.S. Environmental Protection Agency
1595 Wynkoop St.
Denver, Colorado 80202-1129
Mail Code: 8EPR-SR
Office Phone: 303-312-6861
Cell Phone: 720-951-0795
Email: schmittiel.paula@epa.gov

or

Liz Fagen, Remedial Project Manager
U.S. Environmental Protection Agency
1595 Wynkoop St.
Denver, Colorado 80202-1129
Mail Code: 8EPR-SR
Office Phone: 303-312-6095
Cell Phone: 406-214-4257
Email: fagen.elizabeth@epa.gov

Location ID	Description	Latitude	Longitude	Claim Name/ SN#
A34	Eureka Gulch above Animas	37.879917	-107.568533	Roving Ranger 151
A35	Animas below Eureka	37.875752	-107.566027	Sunnyside
A38	Terry Tunnel	37.892756	-107.603386	Briggs Lode 8400
A40A	Animas above FQ	37.8655	-107.5699	Eureka Townsite Lot 1
				Riverside 8801
				Grand 2573
EG1	Eureka Gulch Headwaters, above the Clipper	37.8946	-107.613838	Raymond 18020
				Ruby 18020
EG2	Eureka Gulch below Lake Emma	37.897826	-107.61335	Butte City 18020
				Silver Bow 18020
EG2A	Eureka Gulch above Sunnyside Mine	37.898086	-107.610996	Butte City 18020
				Metropoles 1398
				Thunderberg 1395
EG6	Eureka Gulch below Terry Tunnel	37.892081	-107.600552	New York 8399
				Grand Prize 1701
MC0	Mouth of McCarty	37.892	-107.6043	Great Eastern 1691